

## Message Text

CONFIDENTIAL

PAGE 01 STATE 052249

45

ORIGIN PM-04

INFO OCT-01 AF-06 ISO-00 EB-07 MC-02 AID-05 IGA-02 L-03

COME-00 TRSE-00 CIAE-00 INR-07 NSAE-00 DODE-00 ACDA-05

OMB-01 SP-02 /045 R

DRAFTED BY PM/SAS:DHESTER:RF

APPROVED BY PM/SAS - DJJAMES

AF/W - J. SEGARS

AF/I - J. ANDEREGG

OASD/DSAA - P. SOMMER

TREASURY - C. CROSSWHITE

----- 122376

R 040209Z MAR 76

FM SECSTATE WASHDC

TO AMEMBASSY MONROVIA

INFO USCINCEUR VAIHINGEN GERMANY

C O N F I D E N T I A L STATE 052249

E.O. 11652: GDS

TAGS: MASS, LI

SUBJECT: FY 76 FMS CREDIT FOR LIBERIA

REF: (A) CLIBMISH 031115Z FEB 76 (NOTAL)

(B) AMEMBASSY MONROVIA 6677, 10 NOV 75 (NOTAL)

(C) AMEMBASSY MONROVIA 778,30 JAN 76

1. WE ARE PREPARED TO SEEK INTERAGENCY APPROVAL FOR \$1.7  
MILLION USG GUARANTEED FY 76 FMS CREDIT FOR LIBERIA UNDER  
CONTINUING RESOLUTION AUTHORITY. LOAN WOULD BE PROVIDED  
BY FEDERAL FINANCING BANK (F"B) AS NOTED PARA 2 BELOW.  
CREDIT FIGURE REFLECTS\$.5MILLION CREDIT PREVIOUSLY  
PROPOSED PLUS ADDITIONAL \$1.2 MILLION REMAINDER OF \$2.5  
MILLION SUPPLEMENTARY CREDIT REQUEST MOST RECENTLY REPEATED  
IN REFS B AND C.

CONFIDENTIAL

CONFIDENTIAL

PAGE 02 STATE 052249

2. FY 76 CREDIT TO BE OFFERED LIBERIA IS USG GUARANTEED RATHER THAN DIRECT CREDIT AND WOULD BE PROVIDED THROUGH FFB, WHICH IS INSTRUMENTALITY OF USG UNDER DIRECTION OF SECRETARY OF THE TREASURY. FOMM AND TERMS OF FFB LOAN AGREEMENT USING USG GUARANTEED FMS CREDIT ARE SOMEWHAT SIMILAR ALTHOUGH NOT EXACTLY THE SAME AS DIRECT FMS CREDIT. FFB LOAN REQUIRES THAT SINGLE PROMISSORY NOTE FOR ENTIRE AMOUNT OF LOAN BE SIGNED BEFORE ANY

FUNDS ARE ADVANCED AND IN ANYEVENT NOT LATER THAN JUNE 30, 1976. EACH DRAWDOWN/ADVANCE/DISBURSEMENT OF FUNDS IS THEN RECORDED AGAINST THAT NOTE AT TIME IT IS MADE.

3. ALTHOUGH REF B DETAILS USE OF\$.5 MILLION CREDIT, PLEASE CONFIRM SPECIFIC ITEMS TO BE FINANCED WITH EXPANDED \$1.7 MILLION USG GUARANTEED FMS CREDIT, INCLUDING ITEMS FOR CIVIC ACTION PROGRAM. WE DO NOT RPT NOT CONCUR IN GOL USING FY 76 CREDIT TO PROCURE ITEMS REQUESTED REF A FOR ARMY SPECIAL SECURITY ELEMENT RESPONSIBLE FOR PRESIDENTIAL PROTECTION.

4. MAJOR DIFFERENCE BETWEEN FMS CREDIT AND USG GUARANTEED FMS CREDIT THROUGH FFB IS WAY IN WHICH THE INTEREST RATE. IS DETERMINED AND APPLIED. IN CASE OF DIRECT FMS CREDIT, A FIXED INTEREST RATE IS DETERMINED IN ADVANCE OF SIGNATURE OF LOAN AGREEMENT ON BASIS OF AVERAGE COST OF MONEY TO USG ON LAST DAY OF MONTH PRECEDING MONTH IN WHICH LOAN AGREEMENT IS SIGNED. THIS INTEREST RATE IS THEN APPLIED AGAINST ALL DISBURSEMENTS AGAINST THE CREDIT. IN CASE OF GUARANTEED LOAN THROUGH FFB, SEPARATE FIXED INTEREST RATE IS DETERMINED FOR EACH DISBURSEMENT ON THE DAY DISBURSED AT COST OF MONEY TO USG ON THAT DAY PLUS AN ADDED ONE EIGHTH OF ONE PERCENT TO COVER ADMINISTRATIVE FEES. AFTER THE LAST DISBURSEMENT, THE FFB ESTABLISHES SINGLE FIXED EQUIVALENT INTEREST RATE (I.E. A WEIGHTED AVERAGE OF THE SEVERAL SEPARATE RATES) FOR APPLICATION AGAINST ALL OUTSTANDING PRINCIPAL.

5. THE FOLLOWING DOCUMENTATION WOULD BE REQUIRED BY FFB FROM GOL IN ORDER TO MAKE THE LOAN READY FOR DISBURSEMENT.

CONFIDENTIAL

PAGE 03 STATE 052249

MENT:

A. GOL AUTHORIZATION TO ITS REPRESENTATIVE TO SIGN THIS LOAN AGREEMENT.

B. GOL AUTHORIZATION TO ITS REPRESENTATIVE TO SIGN PROMISSORY NOTE FOR THIS LOAN. LOAN AGREEMENT AND PROMISSORY NOTE NORMALLY ARE SIGNED BY RECIPIENT COUNTRY'S

AMBASSADOR IN WASHINGTON,

C. WRITTEN LEGAL OPINION IN ENGLISH LANGUAGE  
BY THE COMPETENT LEGAL ADVISER OF APPROPRIATE MINISTRY  
OF GOL TO THE VARIOUS AUTHORITIES NECESSARY TO EXECUTE,

DELIVER AND ADMINISTER THE AGREEMENT (FOR OPINION'S FORMAT,  
SEE PARA 8 BELOW). IN OUR VIEW, THE LEGAL OPINION SHOULD  
AUTHORIZE AND DESIGNATE LOCAL EMBASSY OFFICIAL (S) TO  
SIGN DRAW-DOWN REQUESTS/ADVANCES. SEE PARA 5 OF LEGAL  
OPINION.

D. CHECK FOR ONE-TIME GUARANTY FEE OF \$4,250, WHICH  
IS PAYABLE BY THE BORROWER FROM ITS OWN FUNDS AT TIME LOAN  
AGREEMENT IS SIGNED. THERE ARE NO COMMITMENT OR OTHER  
FEES.

6. TERMS OF FY 76 GUARANTEED CREDIT TO GOL ARE:

A. COMMITMENT (DISBURSEMENT) PERIOD END 30 JUNE  
1977.

B. PRINCIPAL REPAYMENT SCHEDULE: TEN SEMI-ANNUAL  
INSTALLMENTS OF PRINCIPAL REPAYMENTS, COMMENCING  
31 DECEMBER 1976 AND ENDING JUNE 1981.

C. INTEREST IS PAID EACH JUNE 30 AND DECEMBER 31  
ON OUTSTANDING PRINCIPAL, COMMENCING 30 JUNE 1976.

7. REQUESTS FOR ADVANCES WOULD BE SUBMITTED BY GOL TO  
DSAA AT LEAST SIX WORKING DAYS PRIOR TO DISBURSEMENT FOR  
VALIDATION AND FORWARDING TO FFB, PAYMENTS OF PRINCIPAL  
AND INTEREST TO FFB WOULD BE MADE BY GOL TO FEDERAL RESERVE  
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PAGE 04 STATE 052249

BANK OF NEW YORK FOR ACCOUNT OF FFB.

8. LEGAL OPINION FORMAT IS AS FOLLOWS: TITLE: "OPINION  
OF THE LEGAL ADVISER OF THE MINISTRY OF -----,  
GOVERNMENT OF LIBERIA.

"THIS LEGAL OPINION IS RENDERED IN SATISFACTION  
OF THE REQUIREMENTS OF THE LOAN AGREEMENT BETWEEN THE  
GOVERNMENT OF ----- (HEREINAFTER REFERRED TO AS THE  
"GOVERNMENT"), AND THE UNITED STATES FEDERAL FINANCING  
BANK (HEREINAFTER REFERRED TO AS THE "FFB"), DATED -----  
-----, AND THE PROMISSORY NOTE ISSUED BY THE GOVERN-  
MENT, DATED -----, GUARANTEED BY THE DEFENSE SECURITY  
ASSISTANCE AGENCY OF THE UNITED STATES DEPARTMENT OF  
DEFENSE (HEREINAFTER REFERRED TO AS "DSAA"), DATED -----,

AND PROVIDING FOR ADVANCES IN THE AGGREGATE AMOUNT OF  
----- (\$ -----).

I, THE UNDERSIGNED -----, LEGAL ADVISER, TO  
THE MINISTRY OF -----, OF THE GOVERNMENT  
OF -----DO HEREBY CERTIFY AS FOLLOWS:

1. THE GOVERNMENT HAS FULL POWER, AUTHORITY AND  
LEGAL RIGHT TO INCUR THE INDEBTEDNESS CONTEMPLATED IN THE  
ABOVE DESCRIBED LOAN AGREEMENT ON THE TERMS AND CONDITIONS  
CONTAINED THEREIN, AND TO EXECUTE, DELIVER AND PERFORM  
THE SAID LOAN AGREEMENT AND THE PROMISSORY NOTE THEREUNDER.

2. THE EXECUTION, DELIVERY AND PERFORMANCE OF THE  
SAID LOAN AGREEMENT AND PROMISSORY NOTE WILL NOT VIOLATE  
ANY PROVISIONS OF, AND HAVE BEEN DULY AND VALIDLY  
AUTHORIZED UNDER THE LAWS OF THE GOVERNMENT, AND ALL  
ACTIONS NECESSARY TO AUTHORIZE THE BORROWINGS THEREUNDER  
AND THE EXECUTION, DELIVERY AND PERFORMANCE OF THE SAID  
LOAN AGREEMENT AND THE PROMISSORY NOTE HAVE BEEN DULY  
TAKEN.

3. THE SAID LOAN AGREEMENT AND THE PROMISSORY NOTE  
HAVE BEEN DULY EXECUTED AND DELIVERED BY PERSONS THEREUNTO  
DULY AUTHORIZED AND CONSTITUTE THE VALID LEGALLY BINDING,  
DIRECT AND UNCONDITIONAL GENERAL OBLIGATIONS OF THE  
CONFIDENTIAL

CONFIDENTIAL

PAGE 05 STATE 052249

GOVERNMENT ENFORCEABLE IN ACCORDANCE WITH THEIR RESPECTIVE  
TERMS.

4. THE FOLLOWING OFFICIAL (S) OF THE GOVERNMENT,---

-----  
IS (ARE) DULY AUTHORIZED TO EXECUTE AND DELIVER THE SAID  
LOAN AGREEMENT AND THE PROMISSORY NOTE.

5. THE FOLLOWING OFFICIAL (S) OF THE GOVERNMENT, ---

-----  
IS (ARE) DULY AUTHORIZED TO EXECUTE AND DELIVER SUCH OTHER  
DOCUMENTS AS MAY BE REQUIRED UNDER THE SAID LOAN AGREEMENT  
AND, AS MAY BE APPROPRIATE, TO SPECIFY THAT THE FUNDS  
ADVANCED UNDER THE SAID LOAN AGREEMENT AND PROMISSORY  
NOTE ARE TO BE TRANSFERRED BY THE FFB (A) TO THE RESPECTIVE  
ACCOUNTS OF THE UNITED STATES DEPARTMENT OF ARMY, NAVY,  
OR AIR FORCE, OR (B) TO A TRUST FUND ACCOUNT ADMINISTERED  
BY THE U.S. DEPARTMENT OF DEFENSE FOR THE PURPOSE OF MAKING  
PAYMENTS TO U.S. COMMERCIAL SUPPLIERS ON BEHALF OF THE  
GOVERNMENT.

6. NO TAX OR DUTY, OF WHATSOEVER NATURE, IMPOSED OR

LEVIED BY THE GOVERNMENT OR ANY TAXING AUTHORITY THEREIN OR THEREOF IS PAYABLE ON ACCOUNT OF THE CREATION, ISSUE OR TRANSFER OF SUCH LOAN AGREEMENT OR NOTE OR IS PAYABLE ON ACCOUNT OF, OR IS REQUIRED TO BE WITHHELD FROM THE PAYMENT OF INTEREST OR PRINCIPAL IN RESPECT OF THE LOAN AGREEMENT OR NOTE, PROVIDED THAT THIS PARAGRAPH SHALL NOT APPLY IF THE FFB SHOULD ASSIGN THE LOAN AGREEMENT OR NOTE AND THE

ASSIGNEE OR ITS ASSIGNS (EITHER AS HOLDER OR RECORD OR AS BENEFICIAL OWNER) IS EITHER A RESIDENT OR NATIONAL OF THE GOVERNMENT OR A CORPORATION, PARTNERSHIP OR OTHER JURIDICAL ENTITY ORGANIZED UNDER ITS LAWS.

7. THIS OPINION EXTENDS TO ALL PROVISIONS OF THE LOAN AGREEMENT AND NOTE.

8. ANY ASSIGNEE OF THE LOAN AGREEMENT OR NOTE MAY REPLY ON THIS OPINION." FORMAT CLOSING INCLUDES DATE AND SIGNATURE BLOCK. KISSINGER  
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PAGE 06 STATE 052249

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## Message Attributes

**Automatic Decaptioning:** X  
**Capture Date:** 01 JAN 1994  
**Channel Indicators:** n/a  
**Current Classification:** UNCLASSIFIED  
**Concepts:** CREDIT GUARANTEES, LOANS  
**Control Number:** n/a  
**Copy:** SINGLE  
**Draft Date:** 04 MAR 1976  
**Decaption Date:** 01 JAN 1960  
**Decaption Note:**  
**Disposition Action:** RELEASED  
**Disposition Approved on Date:**  
**Disposition Authority:** coburnhl  
**Disposition Case Number:** n/a  
**Disposition Comment:** 25 YEAR REVIEW  
**Disposition Date:** 28 MAY 2004  
**Disposition Event:**  
**Disposition History:** n/a  
**Disposition Reason:**  
**Disposition Remarks:**  
**Document Number:** 1976STATE052249  
**Document Source:** CORE  
**Document Unique ID:** 00  
**Drafter:** DHESTER:RF  
**Enclosure:** n/a  
**Executive Order:** GS  
**Errors:** N/A  
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**Line Count:** 248  
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**Office:** ORIGIN PM  
**Original Classification:** CONFIDENTIAL  
**Original Handling Restrictions:** n/a  
**Original Previous Classification:** n/a  
**Original Previous Handling Restrictions:** n/a  
**Page Count:** 5  
**Previous Channel Indicators:** n/a  
**Previous Classification:** CONFIDENTIAL  
**Previous Handling Restrictions:** n/a  
**Reference:** n/a  
**Review Action:** RELEASED, APPROVED  
**Review Authority:** coburnhl  
**Review Comment:** n/a  
**Review Content Flags:**  
**Review Date:** 24 JUN 2004  
**Review Event:**  
**Review Exemptions:** n/a  
**Review History:** RELEASED <24 JUN 2004 by greeneet>; APPROVED <18 OCT 2004 by coburnhl>  
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Margaret P. Grafeld  
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04 MAY 2006

**Review Media Identifier:**  
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**Review Transfer Date:**  
**Review Withdrawn Fields:** n/a  
**Secure:** OPEN  
**Status:** NATIVE  
**Subject:** FY 76 FMS CREDIT FOR LIBERIA  
**TAGS:** MASS, LI, US  
**To:** MONROVIA  
**Type:** TE  
**Markings:** Margaret P. Grafeld Declassified/Released US Department of State EO Systematic Review 04 MAY 2006